

United States Department of Agriculture
Research, Education, and Economics

ARS □ ERS □ NASS □ NIFA

Manual

Title: ARS Real Property Manual
Chapter 6, Revocable Permits

Number: 156.1M-ARS

Date: September 6, 2016

Originating Office: Real Property Management Branch
Facilities Division
Administrative and Financial Management
USDA, ARS

This Replaces: ARS Real Property Manual 245.1
Chapter IV, Use of ARS Real Property; Revocable Permits
dated August 22, 1989, August 31, 2016

Distribution: Administrative and Financial Management
Area Offices
Financial Management and Agreements Division
Human Resources Division
Locations

This update provides revised policy, and guidance pertaining to Revocable Permits and Special Use Authorization Agreements for the use of Federally-owned facilities under the custody and control of the Agricultural Research Service. This release incorporates guidance pertaining to the collection and use of fees. The Departmental Office of General Counsel and Financial Management and Agreements Division within Administrative and Financial Management were consulted in preparing this issuance.

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1. Purpose

This Chapter prescribes the policy, procedures, and responsibility for the issuance, modification, administration, and termination of an *ARS-494, Revocable Permit (Exhibit 3)*, for the use of real property (space and/or land) in the custody and control of the Agricultural Research Service (ARS). An “*ARS-494*”, “permit”, “revocable license” and “Revocable Permit” are used interchangeably herein. In addition, this Chapter addresses ARS’ authority to issue Special Use Authorization Agreements such as a *Land Use Agreement (Exhibit 6)* or *Right of Entry (Exhibit 7)*.

This Chapter **does not** apply to the following:

- Daily visitors who are merely a guest at an ARS facility and are not using an ARS facility, space, land or both.
- Oral or written authorizations granted by or under the authority of the head of a facility as incidental to day-to-day administration, such as for visitors, cooperators, and trades people **unless** there is an assignment of space, use of facilities, use of specialized equipment within such space, or recurring access or use of building, land, or structures.
- Use of real property incidental to performance of a Government contract for the procurement of supplies, services, construction, utilities, or other commodities.
- Use of quarters, including bunkhouses which are addressed by Chapter 7, Quarters, of the ARS Real Property Manual.
- Any individual issued a Department of Agriculture (USDA) badge (e.g., including but not limited to an employee, cooperator, contractor, foreign national and Hispanic Association of Colleges and Universities personnel.)

2. Background

An *ARS-494* is an authorization executed by a warranted Real Estate Lease Contracting Officer (LCO) to an individual or business as a revocable license to use Government property, **subject to termination at any time** at the sole will of the Government,¹ so long as the use does not interfere with the government’s use of the property, the use does not injure the property, and **the use serves some purpose useful or beneficial to the Government itself**. There are times when property is not being used or not fully used by an agency but is not excess to the agency’s need. In that situation, it may be desirable or beneficial to the Government to issue a permit for the property to another party.

The test to determine whether a request for the use of real property is a permit or a lease is whether it gives exclusive possession of the premises against all of the world, including the owner, in which case it is a lease, or whether it merely conveys a privilege to occupy or utilize

¹ It is critical for the license/permit to be revocable completely at any time at the will of the government. If this condition is not met then the license/permit becomes something else – a partial disposal of the federal property.

real property at the sufferance of the owner, in which case it is a permit. A right or use granted under an *ARS-494* **may not** be transferred to a third party, a new permit will be issued.

3. Policy

An *ARS-494* will be used to make Federally-owned and leased land (where subletting or assignment is authorized within the lease agreement) and facilities under the custody and control of ARS available to Federal or non-Federal entities.

The use of ARS real property under an *ARS-494* is authorized for periods not to exceed five (5) years and when all of the following conditions exist:

- The proposed use will not interfere with the ARS mission or use of the property.
- The nature of the proposed use allows for revocation to be readily effected.
- The use is of benefit to ARS or in the public's interest.

ARS has special fee collection authority. ARS is authorized to charge fees commensurate with the fair market value and is authorized to retain collected fees for permits. The fees collected will be deposited in a special account and remain available until expended (7 United States Code (U.S.C.) § 3319g). **Since the Permittee bears the risk revocation with an *ARS-494*, the FMV fee assessed is less in value than FMV rent under a lease agreement.**

In addition to the standard *ARS-494*, there is a separate subset of permits for non-federal entities that seek to use federal space pursuant to the Public Buildings Cooperative Use Act of 1976. The GSA regulations for this class of permits are in the Federal Management Regulations (FMR) at §§ 102-74.460 to 102-74.560; (see also the Agriculture Property Management Regulations (AGPMR) supplementing the FMR). The general rules for Public Buildings use permits are:

- The typical kind of spaces covered by this type of public interest use permits are auditoriums, meeting rooms, courtyards, rooftops, atriums, lobbies.
- The use has to be “cultural,” “educational,” or “recreational”.

All persons entering in or on Federal property **are prohibited** from soliciting alms (including money and non-monetary items) or commercial or political donations, vending merchandise of all kinds, displaying or distributing commercial advertising, or collecting private debts, **except for** those cited in §102-74.410 which include cultural, education, or recreation use and commercial activities sponsored by Federal employee associations and on-site child care centers.

These terms are defined within 40 U.S.C. § 3306 as follows:

- “Cultural activities” means film, dramatic, dance, and musical presentations, and fine art exhibits, whether or not those activities are intended to make a profit.
- “Educational activities” means libraries, schools, day care centers, labs, and lecture and demonstration facilities.
- “Recreational activities” means operations of gymnasium and related facilities.

The *ARS-494* issued for **occasional public use** (see: 41 C.F.R. § 102-74.560) of buildings for the purpose of cultural, educational, and recreational activities **is not meant to exceed 30 calendar days**. *ARS-494s* issued for the occasional public use must:

- Be issued without regard to race, nationality, ethnicity, disability, age, gender, sexual orientation, religious, political, or other views of the Permittee.
- Cannot interfere with or disrupt operation of the building.
- May be renewable with a written request which could include an *Application for Revocable Permit (Application) (Exhibit 1)*. **The use of the *Application* is optional.**
- Are generally issued free of charge, though if the permitted use will require services over and above the normal building service levels, the Permittee is required to reimburse ARS.
- Permittees may use public area during or after regular working hours of Federal agencies, provided that such uses will not interfere with Government business. Hours of use will be designated in the **SPECIAL CONDITIONS** section of the *ARS-494*.

Occupancy or use by a Permittee is considered of benefit to ARS when the use of the property will aid or support a mission of ARS.

The following are examples of when an *ARS-494* would be issued:

- Assignment to, occupancy and use of ARS space or land by another Federal entity, non-ARS entity including a cooperator, volunteer, unpaid trainee, foreign national, or individual working under USDA Programs **when no USDA badge has been issued**.
 - As part of a joint endeavor with another Federal Agency, the corresponding Reimbursable Interagency Agreement should be referenced within the *ARS-494*. Upon consultation from the Office of General Counsel (OGC), it is important to note: “absent a joint endeavor under one of its cooperative authorities, ARS **does not** have general authority to permit other federal agencies to use ARS space. Collocation authority does exist, except for agencies and offices within USDA. Also, authority does exist for space sharing with agencies and offices of the Department of the Interior.” **NOTE: According to OGC there is no legal requirement for the Cooperative Agreement and space [or land] use permit to be separate documents. ARS could put all space use permit requirements in the Cooperative Agreement itself. Whether or not it’s cleaner to have a single document with an entity or to have separate documents for separate purposes from a business best management practices perspective is for ARS to decide.**
- Assignment to, occupancy and use of ARS space or land by a unit of a local government (State, City, County, town, parish, village, or other general-purpose political subdivision of a State).
 - Non-cooperative authorized uses by a State government, or any subcomponent thereof, fall under occasional uses associated with cultural, educational, or recreational purposes.

- Where cooperative/joint endeavors with a State government, or any subcomponent thereof, under one of ARS' cooperative authorities ARS may include as part of its contribution to the cooperative endeavor space and land to be used in furtherance of the cooperative endeavor. In such situations, ARS may address the conditions on the use of the ARS space or land directly in the Interagency/Cooperative Agreement or may address the conditions on the use of the ARS space or land separately in a Revocable Permit that is attached to and incorporated in the Interagency/Cooperative Agreement.
- Displays of cultural activities, such as a fine arts exhibit in the lobby of an ARS facility.
- Assignment and use of ARS space or land for recreational purposes, such as a fitness center, wellness programs, fitness-related classes, walks, runs, and similar events.

The government acquires property for its own functions, not for use by non-government parties. ARS should not be incurring costs to own and maintain property that is excess to its needs or surplus to the government. Such property should be declared excess, submitted to the Department for surplus screening and disposed in accordance with Reduce the Footprint initiative. Sometimes there will be property that is not currently being used or not fully used; however, is not excess to the agency's needs. In this situation it may be advantageous to permit use of this property by a non-governmental party so long as such use is **beneficial to the Government**.

An ARS-494 **may not** be issued for:

- Cafeterias, this is a form of concession service. The applicable regulations for operation of a concession service in a federal facility are found in the FMR starting at 41 C.F.R. § 102-74.40; the corresponding sections of the AGPMR also apply. Concession services, including cafeterias, should be conducted under a contractual arrangement with the agency operating the federal facility. (For example, the cafeteria services provided in the South and Whitten buildings are obtained through a no cost contract with a vendor.)
- Child care centers in a federal facility are required to operate in accordance with the rules set out by GSA in its child care facility manual (GSA's child care center website resources are available here: <http://www.gsa.gov/portal/content/104494>)
- The operation of child care centers; such operations in federal facilities are most often accomplished through use of no cost contract arrangements.

The felony and tax delinquent appropriations restrictions apply to contracts, grants, memoranda of understanding, cooperative agreements, loans, and loan guarantees; they do not apply to Revocable Permits for occasional use of ARS facilities.

ARS-494s for Multiple Permittees

If there is a group of students, interns, participants, etc., they may all be listed on a single permit as long as everyone that is assigned/occupy space receives a copy of the permit package and are from the same organization.

The last page of the *ARS-494* may be modified to list the name and provide a signature line for each Permittee.

ARS-494s for Foreign Nationals

All Foreign Nationals must be approved and vetted through the ARS Office of Homeland Security before an *ARS-494* can be issued by the LCO. Verification of clearance must accompany the request for issuance of an *ARS-494*.

ARS-494s for Antenna Siting

Siting of antennas on federal property is statutorily authorized (47 U.S.C. § 332, note; 60 Federal Register 42023 dated August 10, 1995). The sections of the FMR applicable to placement of antennas on federal property are 41 Code of Federal Regulations (C.F.R.) §§ 102-79.70 to 102-79.100. Permits for antenna use are not of the same nature as the other types of occasional use permits discussed.

Antenna permits are not revocable at will, rather only with certain causes. Further, an antenna permit involves the construction of a structure on federal real property and is considered a *special type of permit*; in accordance with the above-cited FMR sections. With respect to the permit itself, this permit requires the antenna constructor to coordinate with the State Historic Preservation Officer prior to construction, and must address compliance with environmental statutes (e.g., the National Environmental Policy Act, the Endangered Species Act, the Clean Water Act, and the Clean Air Act (41 C.F.R. § 102-79.90).

A checklist to assist LCOs with an antenna permit is provided in *Exhibit 4*.

4. Responsibilities

The following identifies tasks performed by key personnel involved in the review of the *Application*, issuance of an *ARS-494*, and the collection and use of fees. This section also provides information for accounting reporting of the collection of fees in both the Agency financial system and the Agriculture Research Information System (ARIS).

Administrative Officer (AO) and/or Administrative Technician (AT)

- Reviews the *Application* and makes recommendation for approval or disapproval.
- Forwards the *Application* and attachments (i.e., map identifying field plot areas to be accessed, floor plan with space assignment identified, etc.) to the LCO.
- Supplies the LCO with any projected fees. (See Section 14, Accounting for Collection and Use of Fees)
- If fees are to be collected, enters the *Form ARS-425, Authorization To Apply For and Use Funds From Outside Sources (Exhibit 5)*, within the ARIS. The standard information is listed below. The start and end dates shown on the Incoming Agreement Form should correspond to the period covered on the *ARS-494*. **The period covered for permits cannot exceed five years. An additional term requires a new permit.**
 - Source of Funds: 3349
 - Type of Agreement: Trust (non-federal); Reimbursable (federal)
 - Purpose of Funds: Services Only
 - Remarks: List purpose for collection of fees.
 - Indirect Program Support Cost is **not** assessed for real estate fee collections and should be coded exempt.

NOTE: For further information about ARIS within the ARIS Manual available at <https://arisapp.ars.usda.gov/manuals2.html>

- Establishes records and performs funds control for the fees within the Current Research Information System (CRIS) Allocation Tracking System (CATS), if fees are to be collected.
- Ensures fees are deposited. **NOTE:** For additional instructions see Financial Management and Agreements Division (FMAD) Standard Operating Procedure BF-01 available at: <http://www.afm.ars.usda.gov/finance/SOP.htm>
- Provides LCO with a copy of the incoming payment.
- Completes applicable *Financial Management Modernization Initiative (FMMI) Controller Operations Division (COD) Lockbox Submission Cover Sheet* and forwards this via email to the appropriate Business Service Center (BSC) Budget & Fiscal Officer (BFO) or his/her designee along with copy of each payment received. **NOTE:** This function may also be performed by the Financial Technician.
- Forwards the original form with payment to the FMMI Lockbox address after receipt of the Accounts Receivable (AR) document number and provides the LCO with a copy.
- Updates the financial plan in CATS when an email allocation is received for payment deposits from BSC and/or BFO.

BSC Budget and Fiscal Officer (or his/her designee)

- Establishes Work Breakdown Structure and Shorthand codes in FMMI. (X89 for non-federal trust funds; X08 for federal reimbursable agreements).
- Deposits or credits the payments and provides notification to LCO. **NOTE:** Refer to FMAD Standard Operating Procedure (SOP) BF-01.

- Creates and approves AR Invoice document in FMMI when the *FMMI COD Lockbox Submission Cover Sheet* and copy of payment is received via email from the Location.
- Enters the FMMI Document Number on the *FMMI COD Lockbox Submission Cover Sheet* and emails form back to Location.
- Checks the AR documents in FMMI to see if they have cleared (can be done weekly).
- Posts the AR document in ARIS, once payment has cleared.
- Ensures the appropriate individual approves the postings in ARIS.
- Emails notifications of postings received about allocations to appropriate AO/AT.

Chief, Real Property Management Branch (RPMB), Facilities Division (FD)

- Receives, reviews and coordinates with the LCO to issue a written response to all appeals received.

FD, BSC or Location Real Estate LCO

- Reviews submitted *Applications* and consults with the Location, AO, Safety, Engineer, ARS Frequency Manager for antennas, and the ARS Physical Security Specialist as needed.
- Sends written notification to the Applicant or Location if the request is inconsistent with policy or determined to interfere with the ARS mission. This notification should include the reason for denial/disapproval.
- Coordinates denials and terminations with the Chief, RPMB, FD and advises such of an appeal.
- Determines if insurance will be required.
- Reviews cost data submitted by the AO and formulates the fee to be assessed, if any.
- Obtains an approved and vetted *Form ARS-230, U.S. DEPARTMENT OF AGRICULTURE FOREIGN NATIONAL DATA SHEET*, if the Applicant is a foreign national.
- Develops Special Conditions in coordination with Location, engineer, safety, etc.
- If the request is anticipated to be greater than the LCO's warrant level, the request is forwarded to FD, RPMB for review and signature.
- Executes the *ARS-494* after the Permittee signs and distributes.

Research Leader/ARS Host

- If applicable, completes the "Location Recommendation" on the *Application*.
- Provides pertinent information or restrictions to the LCO (i.e., restricted areas, hours for access, etc.).
- Reviews/signs final permit.

5. Authorities

The authority to grant permissive use of property is not specifically granted by statute. It is incidental to the general authority to make the most effective use of property, the exercise of which is a function of the management of such property.

The head of a Government department or agency has authority to grant to a private individual or business a revocable license [interchangeable with “permit” in this context] to use Government property, subject to termination at any time at the will of the Government,² provided that such use does not injure the property in question and serves some purpose useful or beneficial to the Government itself.

The Attorney General has opined that the question as to whether the granting of a revocable license [permit] in any given case is **beneficial to the Government** is a discretionary call to be made by the agency based on the facts of the specific situation, and **should be documented in the file**.

The authority to grant revocable permits is delegated by the FD through the Chief, RPMB to LCOs as identified on the *Certificate of Appointment*.

References (d) and (e) allow ARS to assess and collect fees to be credited to a no-year appropriation account and remain available until expended for authorized purposes. Authorized purposes are considered any legal expenditure, other than salaries. The collection and use of fees **is not** to be viewed as a means for generating new revenue.

In accordance with Reference (g), it is Departmental policy that each USDA agency establish criterion for the control, security, valuation, supporting documentation, and tracking of real property.

6. References

- a) 5 United States Code (U.S.C.) § 301
- b) Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 471)
- c) 40 U.S.C. – Public Buildings, Property and Works Subtitle II, Part A, Chapter 33, § 3306 - Accommodating federal agencies
- d) 7 U.S.C. § 3319g
- e) Office of Management and Budget Circular No. A-25 Revised (Transmittal Memorandum No. 1), dated July 8, 1993 – Subject: User Charges

² It is critical for the license/permit to be revocable completely at any time at the will of the government. If this condition is not met then the license/permit becomes something else – a partial disposal of the federal property. This memorandum does not address disposals of ARS real property, and none of the licenses, permits, or contractual arrangements discussed in this memorandum are authorized to be used as vehicles for the disposal of ARS real property or any interest therein.

- f) Federal Management Regulations
- g) Agriculture Property Management Regulations
- h) Departmental Regulation 2200-002, Plant Property and Equipment, dated April 2, 2013
- i) Policies and Procedures 324.0-ARS, ARS Reimbursable and Trust Fund Agreements, dated December 15, 1999
- j) Financial Management and Agreements Division, Budget and Fiscal SOP-01 Non-Agreement Accounts Receivable Documents
- k) Public Law 94-541 [S. 865]; Oct. 18, 1976, PUBLIC BUILDINGS ACT OF 1959 (also referred to as the Public Buildings Cooperative Use Act of 1976)

7. Importance of Revocability

An ARS-494 may be revoked by a LCO per General Terms and Conditions Article 6. **It is critical for the ARS-494 or other special use authorization agreement to be revocable completely at any time at the will of the government.** Thus, each *Application* must be carefully scrutinized to determine that the proposed use will not impair ARS' ability to exercise its expressed right of revocation either on the grounds of policy or its contractual right to do so.

8. Insurance, Insurance Claims, and Liability Waivers

Where the LCO determine insurance is required, this Special Condition should be included. Typically, general liability insurance with limits of liability of not less than two million dollars (\$2,000,000) is suggested. Such insurance must include “*the United States of America, acting by and through the Administrator, Agricultural Research Service*” as an additional insured and the Certificate of Insurance must include the following endorsement: “*It is a condition of this policy that the insurance company shall furnish a written notice to the (insert name and address of the LCO), in writing, thirty (30) days in advance of the effective date of any reduction or cancellation of this policy.*” If the permit is for an entire building, fire and extended coverage no less than the building's current replacement cost less depreciation, together with such additional coverage as may be considered necessary to protect the Government against any special hazard arising out of the proposed use should be required.

Whenever a Permittee is a State, county, or local government precluded by law from assuming insurance liabilities, these may be waived.

If the permit is for any organized cooperative group of a fraternal, civic, or welfare nature, it may be issued free from the insurance requirements, but no general waiver should be given for third-party liability insurance. This should be decided on a case-by-case basis, dependent on the amount of risk.

Damages to ARS-controlled property while in use under an ARS-494 are the responsibility of the Permittee or a third party representing that individual or organization, such as an insurance

company. Direct payments to the Government for damages are deposited directly into the General Treasury and cannot be used to repair the damaged property. Therefore, the Permittee or insurance company should make arrangements to have the property repaired or restored, by a qualified contractor, and such restoration shall be accepted by the LCO or Government Representative at the Location.

A release of claims or liability waiver form (*Exhibit 2*) should be required for all participants in exercise programs and the like.

9. Processing Time

In accordance with the FMR, an *ARS-494* or other Special Use Authorization must be issued within ten (10) working days following the receipt of the completed *Application* unless disapproved (in accordance with FMR §102-74.480-500). If disapproved or cancelled, the LCO must promptly:

- Notify the Applicant or Permittee of the reason(s) for the action.
- Inform the Applicant or Permittee of his/her appeal rights.

If it is determined that Permittee's use of ARS real property is inconsistent with the policies set forth herein or is otherwise determined to interfere with the ARS program, the request will be denied, in writing, by the LCO. Denial will be in the form of an e-mail or letter to the Applicant and Location.

If it is determined that the use of ARS real property is consistent with agency policy and it is determined that the use will not interfere with the ARS mission at the Location, the *ARS-494 (Exhibit 3)* will be prepared in accordance with Section 10 herein. If the use is inconsistent, the permit may be denied or the Permittee will need to modify the request to be consistent with agency policy.

A person or organization may appeal the disapproval of an *Application* or termination of an issued permit by notifying the Chief, RPMB, FD through the LCO, in writing, of the intent to appeal within five (5) calendar days of the notification of disapproval or termination. A copy of the appeal must be sent to both the LCO and Chief, RPMB, FD concurrently. The Chief, RPMB, FD, will affirm or reverse a decision, in writing, based on the information submitted, within ten (10) calendar days of the date the notification of the appeal was received. If the decision is not rendered within ten (10) days, the *Application* will be considered to be approved or the permit validly issued (see FMR §102-74.520).

10. Preparation of *ARS-494*

The following instructions are provided to assist LCOs with the preparation of an *ARS-494*.

ISSUED BY - Complete the name and address of the requesting ARS location or office.

PERMIT NO. – Enter the real estate agreement/log number (e.g., 57-XXXX-XX-XXXX)

57-Real Property Revocable Permit > > > >

4- digit Organizational / Mode Code associated with the *ARS-494*

2-digit fiscal year in which the *ARS-494* (contract) became effective

0001-Four digit sequential control numbers (0001-1000)>

DATE ISSUED. - This is the date the LCO executed the *ARS-494*.

MODIFICATION NO. - If a modification is needed to the *ARS-494*, this block is completed and the revisions are reflected within the applicable fields. The Modification No. should be indicated within this block.

PERIOD OF USE - Indicate the date when the Permittee will be allowed to begin use of ARS real property in “From” and the date when the Permittee’s use of said property will terminate in “Through”. **In no case will this date be longer than 5 years.**

PERMITTEE - Enter name and title, company, and address (home or work), as applicable, of the Permittee.

GOVERNMENT REPRESENTATIVE - Enter the name, title, address, phone number, and email of the LCO or on site representative. The decision as to who should be listed must be determined by the LCO and location.

PURPOSE - List the purpose for which the real property will be used. Include a reference to any associated agreement, if applicable.

DESCRIPTION OF PROPERTY - Indicate the name of the Location, City and State where the real property is located and CPAIS Asset ID, room number, total amount of square feet, field plot number and/or acreage, as applicable.

Place an “X” in the appropriate box(es) if land and/or building. Attach a floor plan or map, if available, and identify such as an exhibit.

SPECIAL CONDITIONS - Indicate any special conditions that pertain to the Permittee's use of property.

LEASE CONTRACTING OFFICER (LCO) OR AUTHORIZED REPRESENTATIVE - The warranted real estate representative should review and execute the permit after it is signed by the Permittee.

PERMITTEE - A duly authorized representative should sign the *ARS-494* before returning to the LCO.

11. Revocable Permits for Use of Excess Property

An *ARS-494* **may** be issued for use of real property which is being reported to GSA as excess property in accordance with the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 471), provided the prior approval of GSA is obtained. Such a permit will not provide for a term in excess of one year, must be revocable at will, and must be of such a nature as to not interfere with or delay the disposal of the property. The permit will in all respects conform to GSA regulations.

12. Fees

Fees will be applied under the following circumstances (list is not all inclusive):

- assignment of space and associated indirect research costs
- non-Federal use of land for ingress/egress related to private construction that may be adjacent to Federal land, or in the case of an easement, may cross Federal land
- archeological digging and soil or water borings
- private bike/road races
- non-Federal use of facilities for antennas, repeaters, parking spaces, media events or filming
- marathons, races, or walk-a-thons
- use of conference rooms by other than non-profit organizations

Fees will generally fall under one of the following methodologies:

- **Administrative Costs** - A flat fee may be applied to cover the Government's cost to process, monitor and perform final inspection for a request to use ARS-controlled land or facilities. Processing, monitoring, and performing final inspection normally takes ARS staff several (e.g., four hours). The cost will be based on the actual personnel performing the services.
- **Fair Market Value Fee (FMV)** - The FMV fee is generally applied when the temporary use of ARS-controlled land and facilities is for a period of less than 30 days. The Fee is commensurate with what is charged for similar property by other landowners or vendors in the area. **In general, the FMV fee for an *ARS-494* is less in value than the FMV rent under a lease agreement, since the Permittee bears the risk of the permit being revoked.**
- **Market Survey** - The fee is established by checking the price charged by other landowners or vendors in the area. For example, the fee applied for the use of an ARS

conference room is based on the rate charged for a similar size conference room by local hotels or conference facilities in the area.

- **Appraisal** - A formal appraisal should be prepared for the long-term use (over 10 years). **Although a permit may not be issued with a term longer than five years, there are times when the LCO is aware that a subsequent permit will be issued (e.g., antenna citing).**
- **Indirect Research Costs (IRC)** - The Location's IRC rate is generally applied when the use of ARS-controlled property is equal to or exceeds 30 days. The Location's IRC rate is calculated annually for the ARS Annual Resources Management Plan. IRC represents the cost for the basic operations ("open the door") of the Location. IRC includes the costs of utilities, facility operations, janitorial services, security, etc. Shared research costs should be included, if applicable. IRC is generally charged to other Federal agencies; consult Reference (j) for additional information. **NOTE:** Permits granted to another Federal agency will provide for the using agency to assume financial responsibility for utilities and services provided by ARS unless it is determined to be not in the best interest of ARS.

Whenever use of property under an *ARS-494* will provide substantial benefits to a **non-Federal** Permittee, **payment** (see Section 13 herein) will be required. The term "substantial benefits" includes, but not be limited to, proceeds of a profit-making venture or commercial enterprise. The amount charged will be determined by all the circumstances in each case, after due comparison with the charges made by private interests in the vicinity for similar privileges. The **collection of fees is tied to an issued permit**, rather than a permit that is reviewed and denied; however, the review and approval process may be included in the fee basis for administrative costs.

Circumstances Warranting No Collection of Fees

The following circumstances are deemed to warrant **no** collection of fees for an issued permit:

- nature activities
- parking spaces for employee association functions, credit unions, credit union meetings, union meetings, and the like
- school, non-profit or public bike races or runs
- surveying, soil borings/water/archeological digs benefitting the Federal Government
- use of land by Federal employees (i.e., to walk the premises)
- use of land or parking areas by non-Federal entities such as the Farmers' Market
- non-profit organizations such as 4-H; Cub, Boy and Girl Scout programs, civic or church organization for use of conference rooms, gleaning of excess crops that may spoil, etc.
- organized cooperative groups of a fraternal, civic, educational, or welfare nature

13. Payment Submission Requirements

Fees shall be submitted in accordance with the fee schedule identified within the *ARS-494*. For certified checks or money orders, the Payee must be identified as “USDA-Agricultural Research Service” and the “PERMIT NO.” should be clearly identified on the payment. Payments will be submitted to the Location contact identified within the Special Conditions of the permit or the LCO. Payments are forwarded to Budget with a copy to the LCO.

Should a Federal Permittee wish to pay via Electronic Fund Transfer (EFT), Intra-Governmental Payment and Collection (IPAC) Systems, or Reimbursable Agreement, the BFO, or his/her designee will need to be involved. The BFO’s may wish to provide procedures to be incorporated within the Special Conditions or contact the Permittee directly.

Fee payments must be made **in advance** of services rendered for State or Private Permittees. Receipts may be provided to requesters for their records or for billing purposes.

14. Accounting for Collection and Use of Fees

Fees collected from Revocable Permits are classified as no-year funds and are available until fully expended. When receiving the money from another Federal agency, the funds received must be from a no-year Treasury Account Symbol (TAS) to remain such. Funds collected from Federal agencies have to be brought in via Reimbursable Interagency Agreement and when using an annual TAS, are treated as annual funds. These funds will be allocated under the X08 Fund Code. Funds collected from private entities do not require a Reimbursable Interagency Agreement. These funds will be allocated under the X89 Fund Code. In accordance with Reference (d), *...In fiscal year 2003 and thereafter, the agency is authorized to charge fees, commensurate with the fair market value, for any permit, easement, lease, or other special use authorization for the occupancy or use of land and facilities (including land and facilities at the Beltsville Agricultural Research Center) issued by the agency, as authorized by law, and such fees shall be credited to this account, and shall remain available until expended for authorized purposes.*

15. Termination of Revocable Permits

If a determination is made by the LCO that a Permittee has failed to fulfill or comply with his obligations under an *ARS-494* or if termination is necessary for any other purpose, the *ARS-494* will be promptly terminated, in writing, pursuant to its termination provisions.

The Permittee may terminate the *ARS-494* by providing written notice to the LCO, relinquishing possession of the property to the Government onsite representative in accordance with the terms and conditions of the permit, including any restoration requirements.

16. Special Use Authorization Agreements

A Special Use Authorization is typically a *Land Use Agreement (Exhibit 6)* or *Right-Of-Entry (Exhibit 7)* document. Such documents may either grant or convey rights or privileges of occupancy and use such as an *ARS-494*. These types of documents are only used in instances where the Federal or non-Federal entity does not use a standard permit. A Special Use Authorization is a general term used by some local jurisdictions or non-federal entities in place of a permit. Special Use Authorizations may need to be coordinated with the Office of General Counsel (OGC) to ensure the local jurisdictions, non-Federal entity, or other Federal entity's preferred terminology is acceptable.

Exhibits 7 and 8 have been vetted through OGC and these templates may be used. *Exhibit 7* may be modified for accessing a land owner's property to collect samples, insects, or for preliminary assessments of a site. *Exhibit 8* would typically be used between Federal entities, but might also be used to allow a State or local entity access for similar purposes.

Fees, when applicable, based on the fair market value of the land or facilities conveyed under a Special Use Authorization are to be applied.

17. Distribution of Issued Revocable Permit

Permits, modifications thereto, and notices of termination should be distributed as follows:

- | | |
|------------|--|
| • Original | LCO |
| • 1 Copy | Permittee |
| • 1 Copy | Administrative Officer/Requestor |
| • 1 Copy | Budget if fees are to be collected |
| • 1 Copy | Agreements if fees collected via Agreement |
| • 1 Copy | The Portals |

Optional distribution (depending upon circumstances):

- | | |
|----------|----------|
| • 1 Copy | Security |
| • 1 Copy | Safety |

18. Glossary

AGPMR	-	Agriculture Property Management Regulations
AO	-	Administrative Officer
AR	-	Accounts Receivable
ARS	-	Agricultural Research Service
ARIS	-	Agriculture Research Information System
AT	-	Administrative Technician

BFO	-	Budget and Fiscal Officer
BSC	-	Business Service Center
CATS	-	CRIS Allocation Tracking System
COD	-	Comptroller Operations Division
CRIS	-	Current Research Information System
EFT	-	Electronic Fund Transfer
FD	-	Facilities Division
FMAD	-	Financial Management and Agreements Division
FMMI	-	Financial Management Modernization Initiative
FMR	-	Federal Management Regulations
FMRV	-	Fair Market Rental Value
GSA	-	General Services Administration
IPAC	-	Intra-Governmental Payment and Collection
LCO	-	Lease Contracting Officer
NCPC	-	National Capital Planning Commission
OGC	-	Office of General Counsel
RPMB	-	Real Property Management Branch
SHPO	-	State Historic Preservation Officer
SOP	-	Standard Operating Procedure
U.S.C.	-	United States Code
USDA	-	United States Department of Agriculture

Nino L. Fleri
Director
Facilities Division

Date

Exhibits

1. *Application for Revocable Permit (Optional)*
2. *Liability Waiver and Release of Claims*
3. *ARS Form 494, Revocable Permit*
4. *ARS Form 494 Checklist for Antennas*
5. *ARS 495 Agricultural Research Information System Authorization to Apply for and Use Funds From Outside Sources*
6. *Land Use Agreement (Sample)*
7. *Right of Entry (Issued by USDA-ARS) (Sample)*
8. *Right of Entry (Issued to USDA-ARS) (Sample)*

**U.S. Department of Agriculture
Agricultural Research Service
Application for Revocable Permit**

Please complete the fields below and return to the Administrative Officer at the location. If you have a Federal sponsor, this may be submitted through the sponsor who may provide input before forwarding to the Administrative Officer.

Application Date: _____

Please check one:

☐ Revocable Permit for use of Facilities/Grounds

☐ Space

Applicant: _____ Include documentation showing authority to represent

Phone: _____ sponsoring organization.

Email: _____

Individual(s) responsible for signing Revocable Permit and for supervising activity.

Contact Name: _____

Phone: _____

Email: _____

Organization Sponsoring activity if applying to use public area(s):

Citizenship of Permittee (if individual): _____

If non-U.S. citizen, has ARS-230 cleared Human Resources? ____ Yes ____ No

If non-U.S. citizen, had individual had permanent residence in U.S. for 5 years or greater? ____ Yes ____ No

Name of Company/Organization: _____

Address: _____

Location (ARS) Sponsor: _____ Phone: _____

Agency benefit, if any:

Exhibit 1 (Page 1 of 3)

Revocable Permit Background Information

Period of Use being requested: _____

Access (Hours of Operation and Days --i.e., M-F; 10 a.m. – 2 p.m.) being requested:

Description of Property - identify space(s) or site(s) to be used (i.e., Building 003, Room 313 – 150 sq ft or Field Plot 1-3A (0.250 acres). Attach a highlighted map to identify and land facilities that may need additional detail (i.e., for a running race, the route may be highlighted):

Purpose: Provide a detailed description of the activity including but not limited to the (estimated number in using the space. Be as specific and detailed as possible). Attach additional pages, if required.

Itemize Government facilities equipment being requested:

The Applicant and Individual Responsible for supervising activities under any Revocable Permit that is issued agrees to the following:

All Federal, State and local regulations will be obeyed. Falsification of any of the above information will result in immediate cancellation of permission to conduct activity. If a User fee was assessed, in the case of revocation or cancellation, there will be no refund. Permission is granted for the period of use indicated on the approved and fully-executed Revocable Permit or Easement Deed and is not transferable. Locations other than those specifically approved may not be accessed or used.

I understand and agree to the conditions above and have not falsified any information about this activity.

Applicant Signature: _____ Date: _____

FOR OFFICIAL USE ONLY

Location

Location Recommendation: ☐ Approve ☐ Approve with conditions ☐ Deny

Administrative Officer's or Location Coordinator's Signature _____ Date: _____

CPAIS Asset ID (s): _____

Fees assessment and supporting rationale: _____

How is payment to be processed? _____

Account to be deposited into: _____

Location-specific Special Conditions:

Lease Contracting Officer/Realty Specialist

_____ Date: _____

Recommendation Rationale:

Distribution:

- | | | |
|--|---------------------------------|---|
| <input type="checkbox"/> AO | <input type="checkbox"/> Budget | <input type="checkbox"/> LCO |
| <input type="checkbox"/> Agreements | <input type="checkbox"/> Portal | <input type="checkbox"/> Safety – for all laboratory space assignments at a minimum |
| <input type="checkbox"/> Security Specialist | | <input type="checkbox"/> Sponsor |

LIABILITY WAIVER and RELEASE OF CLAIMS

As a voluntary participant in the onsite employee _____ wellness and fitness program which includes, without limitation, use of premises, facilities and/or equipment under the custody and control of the Department of Agriculture (USDA), by and through the Agricultural Research Service (ARS).

I acknowledge that using such facilities and/or equipment may include activities that can be very strenuous and involves inherent risks which could lead to bodily injury, impairment, disability, or even death. I also acknowledge and accept that my participation in such activities should first be authorized and approved by my personal physician and my participation in the above program is "at my own risk".

I further agree to cease participation in the above program if I feel that such participation is too strenuous or places me at specific risk of injury, impairment, disability or death.

In no event shall the United States Government, USDA, or ARS, its officers, employees, or agents be held liable for any personal injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned above, or other acting on their behalf or in any way arising out of or connected with my participation in any activities associated with the above program or use of USDA-ARS facilities or equipment.

I hereby remise, release, and discharge the Government, its officers, agents and employees of and from all liabilities, obligations, claims, and demands whatsoever arising out my use of equipment and facilities at the USDA-ARS (Location Name). The foregoing shall not be enforceable with respect to any claim or demand covered by the Federal Employees Compensation Act. I understand that I may seek recourse for personal injury or death suffered by me and occurring in connection with the use of said facilities and equipment.

The foregoing release has been signed willing and voluntarily.

I have read and understand this waiver/release and understand it in its entirety.

IN WITNESS WHEREOF, I have executed this document, the ____ Day of _____ 20__.

	Printed/Typed Name	Signature
By:	_____	_____
Witness	_____	_____
Witness:	_____	_____

Exhibit 2

United States Department of Agriculture
Agricultural Research Service
REVOCABLE PERMIT

ISSUED BY (Agency and complete mailing address (including ZIP Code)) USDA, ARS, insert your AREA Research Unit Address - Line 1 Address - Line 2 City ST ZIP Code	PERMIT NO. 57-XXXX-XX-XXX	DATE ISSUED
	MODIFICATION NO.	DATE ISSUED
	PERIOD OF USE: FROM	THROUGH
PERMITTEE (Name and complete mailing address (including ZIP Code)) Permittee's Name Local Address - Line 1 Local Address - Line 2 City ST ZIP Code	GOVERNMENT REPRESENTATIVE (Name, title, and complete address) NAME, Lease Contracting Officer or Authorized Representative USDA, ARS, enter EBSC, WBSC, or BARC Street Address City ST ZIP Code	
	E-MAIL:	
	PHONE NUMBER:	
PURPOSE (Describe privilege being granted) Permittee will be...		

I, ARS Host, have read and understand the Permittee's terms on this ARS-494.

SIGNATURE OF ARS HOST:

DESCRIPTION OF PROPERTY (If Exhibit attached, indicate such) ☐ LAND ☐ BUILDING

SPECIAL CONDITIONS

1. Permittee has read and agreed to the General Terms and Conditions on Page 2 of this document.
2. Permittee will adhere to the attached GSA Rules and Regulations Governing Conduct on Federal Property.

LEASE CONTRACTING OFFICER (LCO) OR AUTHORIZED REPRESENTATIVE		
SIGNATURE	NAME (Typed or Printed) Your Name, Lease Contracting Officer or Authorized Representative	DATE ISSUED
PERMITTEE		
This Permit is accepted subject to the special conditions, general terms and conditions and requirements expressed herein.		
SIGNATURE	NAME AND TITLE (Typed or Printed) Permittee Name & Title	DATE ISSUED

Form ARS-494 (8/2016)
This form was electronically produced by USDA/ARS/OCIO/EASB.

USDA-ARS
Page 1 of ____

Exhibit 3 (Page 1 of 5)

GENERAL TERMS AND CONDITIONS

1. **Grant** - This permit is granted by the United States of America, acting by and through the Lease Contracting Officer, or duly authorized representative, for the specified purposes, and subject to the conditions and requirements set forth herein.

within a period of not more than _____ days, the property of the permittee shall be removed in such manner as not to endanger property of the Government or to interfere with the use thereof by the Government, and the premises utilized in this permit shall be restored to the same condition as when this permit was first issued, ordinary wear and tear excepted.
2. **Use Limitations** - The permittee's use of the described premises is limited to the purposes herein specified. The permit is subject to such easements and rights-of-way in, over, or upon the herein-described lands that have been granted or that may hereafter be granted by the Government and shall be subject further to the right of access by duly authorized Federal Personnel to any part thereof in the performance of official duties.
3. **Damages** - The permittee shall hold the United States harmless from claims, demands, suits in law or in equity of any kind or nature for damage to or loss of property, or of injury to, or death of persons resulting from or attributable to the development, use or maintenance of the herein-described lands of the Government.
4. **Operating Rules and Laws** - The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to operations under the permit as well as all Federal laws, rules, and regulations governing the area described in this permit.
5. **Responsibility of Permittee** - The permittee, by operating on the premises, shall be considered to have accepted these premises with all the facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. Notwithstanding other provisions in this permit requiring reasonable care, the permittee shall be strictly liable for any and all damages to property, real or personal, including, but not limited to, damages or loss caused from fires, or injury to or loss of livestock, resulting from or attributable to the use or operation on the herein-described lands.
6. **Revocation Policy** - This permit may be revoked at the will of the Lease Contracting Officer, or duly authorized representative. Upon giving of such notice or revocation, this permit shall be null and void and,
7. **Termination Policy** - At the termination of this permit, the permittee shall immediately give up possession to the Government representative, reserving the rights specified in paragraph 8.
8. **Removal of Permittee's Property** - Upon the expiration or termination of this permit, the permittee may, within a reasonable period as stated in this permit or as determined by the Government representative, but not to exceed _____ days, remove all structures, machinery and/or equipment, etc., from the premises for which the permittee is responsible. Upon failure to remove any of the above items within the aforesaid period, they shall become property of the United States.
9. **Transfer of Privileges** - No rights under this permit may be transferred without the advance written approval of the Lease Contracting Officer, or duly authorized representative.
10. **Officials Barred from Participating** - No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit or to any benefit to arise therefrom. This provision shall not be construed to extend to this permit if made with a corporation for its general benefit.
11. **Use of Insecticides** - The permittee shall not use an "Active Ingredient" as defined in Section 2 of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, (61 Stat. 163; 7 U.S.C. 136 et seq.) in violation of said Act on the land described in this permit.

[NOTE: The LCO will negotiate the Special Conditions to be inserted. Below are some samples.]

Permittee will adhere to ARS Policies and Procedures, Federal Regulations, including but not limited to Homeland Security requirements and building security procedures. Should the Permittee have questions concerning this condition, the ARS Host shall assist the Permittee in addressing such.

Permittee will be escorted and will not be issued property or keys/access codes until the background paperwork is completed and fingerprint check clears.

Permittee is allowed access between the hours of X:XX a.m. and X:XX p.m., Monday through Friday, excluding holidays.

Permittee must adhere to the U.S. Department of State, State Sponsor of Terrorism List. No one from the List is allowed inside the property.

PERMITTEE (initials): _____

GOVERNMENT/Lease Contracting Officer (initials): _____

Revocable Permit - Page ____ of ____

SPECIAL CONDITIONS - *Continued*

PERMITTEE (initials): _____

GOVERNMENT/Lease Contracting Officer (initials): _____

Revocable Permit - Page ____ of ____

Exhibit 3 (Page 3 of 5)



Rules and Regulations Governing Conduct on Federal Property

November, 2005

Federal Management Regulation Title 41, Code of Federal Regulations, Part 102-74, Subpart C

Applicability (41 CFR 102-74.365). The rules in this subpart apply to all property under the authority of GSA and to all persons entering in or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations. Federal agencies must post the notice in the Appendix to this part at each public entrance to each Federal facility.

Inspection (41 CFR 102-74.370). Federal agencies may, at their discretion, inspect packages, briefcases and other containers in the immediate possession of visitors, employees or other persons arriving on, working at, visiting, or departing from Federal property. Federal agencies may conduct a full search of a person and the vehicle the person is driving or occupying upon his or her arrest.

Admission to Property (41 CFR 102-74.375). Federal agencies must:

- Except as otherwise permitted, close property to the public during other than normal working hours. In those instances where a Federal agency has approved the after-normal-working hours use of buildings or portions thereof for activities authorized by subpart D of this part, Federal agencies must not close the property (or affected portions thereof) to the public;
- Close property to the public during working hours only when situations require this action to ensure the orderly conduct of Government business. The designated official under the Occupant Emergency Program may make such decision only after consultation with the buildings manager and the highest ranking representative of the law enforcement organization responsible for protection of the property or the area. The designated official is defined in Sec. 102-71.20 of this chapter as the highest ranking official of the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials; and
- When property or a portion thereof is closed to the public, restrict admission to the property, or the affected portion, to authorized persons who must register upon entry to the property and must, when requested, display Government or other identifying credentials to Federal police officers or other authorized individuals when entering, leaving or while on the property. Failure to comply with any of the applicable provisions is a violation of these regulations.

Preservation of Property (41 CFR 102-74.380). All persons entering in or on Federal property are prohibited from:

- Improperly disposing of rubbish on property;
- Willfully destroying or damaging property;
- Stealing property;
- Creating any hazard on property to persons or things; or
- Throwing articles of any kind from or at a building or climbing upon statues, fountains or any part of the building.

Conformity with Signs and Directions (41 CFR 102-74.385). Persons in and on property must at all times comply with official signs of a prohibitory, regulatory or directory nature and with the lawful direction of Federal police officers and other authorized individuals.

Disturbances (41 CFR 102-74.390). All persons entering

in or on Federal property are prohibited from loitering, exhibiting disorderly conduct or exhibiting other conduct on property that:

- Creates loud or unusual noise or a nuisance;
- Unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots;
- Otherwise impedes or disrupts the performance of official duties by Government employees; or
- Prevents the general public from obtaining the administrative services provided on the property in a timely manner.

Gambling (41 CFR 102-74.395). (a) Except for the vending or exchange of chances by licensed blind operators of vending facilities for any lottery set forth in a State law and authorized by section 2(a)(5) of the Randolph-Sheppard Act (20 U.S.C. 107 et seq.), all persons entering in or on Federal property are prohibited from:

- Participating in games for money or other personal property;
 - Operating gambling devices;
 - Conducting a lottery or pool; or
 - Selling or purchasing numbers tickets.
- (b) This provision is not intended to prohibit prize drawings for personal property at otherwise permitted functions on Federal property, provided that the game or drawing does not constitute gambling per se. Gambling per se means a game of chance where the participant risks something of value for the chance to gain or win a prize.

Narcotics and Other Drugs (41 CFR 102-74.400). Except in cases where the drug is being used as prescribed for a patient by a licensed physician, all persons entering in or on Federal property are prohibited from:

- Being under the influence, using or possessing any narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines; or
- Operating a motor vehicle on the property while under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines.

Alcoholic Beverages (41 CFR 102-74.405). Except where the head of the responsible agency or his or her designee has granted an exemption in writing for the appropriate official use of alcoholic beverages, all persons entering in or on Federal property are prohibited from being under the influence or using alcoholic beverages. The head of the responsible agency or his or her designee must provide a copy of all exemptions granted to the buildings manager and the highest ranking representative of the law enforcement organization, or other authorized officials, responsible for the security of the property.

Soliciting, Vending and Debt Collection (41 CFR 102-74.410). All persons entering in or on Federal property are prohibited from soliciting alms (including money and non-monetary items) or commercial or political donations, vending merchandise of all kinds, displaying or distributing commercial advertising, or collecting private debts, except for:

- National or local drives for funds for welfare, health or other purposes as authorized by 5 CFR part 950, entitled "Solicitation of Federal Civilian and Uniformed Service Personnel for Contributions to Private Voluntary Organizations," and sponsored or approved by the occupant agencies;
- Concessions or personal notices posted by employees on authorized bulletin boards;
- Solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Pub. L. 95-454);
- Lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under 40 U.S.C. 581(h). Public areas of GSA-controlled property may be used for other activities in accordance with subpart D of this part;
- Collection of non-monetary items that are sponsored or approved by the occupant agencies; and
- Commercial activities sponsored by recognized Federal employee associations and on-site child care centers.

Posting and Distributing Materials (41 CFR 102-74.415). All persons entering in or on Federal property are prohibited from:

- Distributing free samples of tobacco products in or around Federal buildings, as mandated by Section 536 of Public Law 104-82;
- Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property, except as authorized in Sec. 102-74.410, or when these displays are conducted as part of authorized Government activities; and
- Distributing materials, such as pamphlets, handbills or flyers, unless conducted as part of authorized Government activities. This prohibition does not apply to public areas of the property as defined in Sec. 102-71.20 of this chapter. However, any person or organization proposing to distribute materials in a public area under this section must first obtain a permit from the building manager as specified in subpart D of this part. Any such person or organization must distribute materials only in accordance with the provisions of subpart D of this part. Failure to comply with those provisions is a violation of these regulations.

Photographs for News, Advertising, or Commercial Purposes (41 CFR 102-74.420). Except where security regulations, rules, orders, or directives apply or a Federal court order or rule prohibits it, persons entering in or on Federal property may take photographs of:

- Space occupied by a tenant agency for non-commercial purposes only with the permission of the occupying agency concerned;
- Space occupied by a tenant agency for commercial purposes only with written permission of an authorized official of the occupying agency concerned; and
- Building entrances, lobbies, foyers, corridors, or auditoriums for news purposes.

Dogs and Other Animals (41 CFR 102-74.425). No person may bring dogs or other animals on Federal property for other than official purposes. However, a disabled person may bring

a seeing-eye dog, a guide dog, or other animal assisting or being trained to assist that individual.

Breastfeeding (41 CFR 102-74.426). Public Law 108-199, Section 629, Division F, Title VI (January 23, 2004), provides that a woman may breastfeed her child at any location in a Federal building or on Federal property, if the woman and her child are otherwise authorized to be present at the location.

Vehicular and Pedestrian Traffic (41 CFR 102-74.430). All vehicle drivers entering or while on Federal property:

- Must drive in a careful and safe manner at all times;
- Must comply with the signals and directions of Federal police officers or other authorized individuals;
- Must comply with all posted traffic signs;
- Must comply with any additional posted traffic directives approved by the GSA Regional Administrator, which will have the same force and effect as these regulations;
- Are prohibited from blocking entrances, driveways, walks, loading platforms, or fire hydrants; and
- Are prohibited from parking on Federal property without a permit. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or parking contrary to the direction of posted signs is prohibited. Vehicles parked in violation, where warning signs are posted, are subject to removal at the owner's risk and expense. Federal agencies may take as proof that a motor vehicle was parked in violation of these regulations or directives as prima facie evidence that the registered owner was responsible for the violation.

Explosives (41 CFR 102-74.435). No person entering or while on Federal property may carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed, except for official purposes.

Weapons (41 CFR 102-74.440). Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by 18 U.S.C. 930. Violations will be subject to fine and/or imprisonment for periods up to five (5) years.

Nondiscrimination (41 CFR 102-74.445). Federal agencies must not discriminate by segregation or otherwise against any person or persons because of race, creed, religion, age, sex, color, disability, or national origin in furnishing or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided on the property.

Penalties (41 CFR 102-74.450). A person found guilty of violating any rule or regulation in this subpart while on any property under the charge and control of GSA shall be fined under title 18 of the United States Code, imprisoned for not more than 30 days, or both.

Impact on Other Laws or Regulations (41 CFR 102-74.455). No rule or regulation in this subpart may be construed to nullify any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated (40 U.S.C. 121(c)).

WARNING WEAPONS PROHIBITED

Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

PERMITTEE (initials): _____ GOVERNMENT/Lease Contracting Officer (initials): _____ Revocable Permit - Page _____ of _____

ARS-494 CHECKLIST FOR ANTENNAS

APPLICANT RESPONSIBILITIES: Applicant shall provide the following at its sole expense to the Realty Specialist (RS) /Lease Contracting Officer (LCO) for review and consideration prior to the issuance of the *ARS-494* or determination of rental amount to be charged:

1. A clearly written explanation of what is proposed to be constructed, installed and maintained. A specific written request for space, including square footage requested and type of space requested. (i.e., rooftop, interior storage space, etc.)
2. Pictures of proposed of equipment along with details about the equipment (amount of electricity required, dimensions, weight, etc.). Drawings and specifications for antennas, platforms, mountings and associated equipment (i.e., repeaters, generators, etc.) should be included.
3. A copy of the Federal Communications Commission (FCC) License to operate and tax identification number.
4. All frequency test criteria, including the amount of time required to test and the space/area required.
5. Copies of drawings and specifications provided to the National Capital Planning Commission (NCPC) for review and approval along with two copies of a concurrence letter for signature by ARS. Upon having the Location sign this concurrence letter, a copy will be returned to the applicant for inclusion with NCPC's required submittals.

NOTE: *This is applicable for projects within the National Capital Area only and adherence to the NCPC Submission Guidelines Antennas is required for issuance of the ARS-494.*
[https://www.ncpc.gov/ncpc/Main\(T2\)/ProjectReview\(Tr2\)/ProjectReview\(Tr3\)/ProjectReview\(Tr4\)/LDoc/Antennas.html](https://www.ncpc.gov/ncpc/Main(T2)/ProjectReview(Tr2)/ProjectReview(Tr3)/ProjectReview(Tr4)/LDoc/Antennas.html)

6. A copy of the cover letter and package submitted to the State Historic Preservation Officer (SHPO) for consultation and a copy of the SHPO's response/concurrence.

NOTE: SHPO requirements should be incorporated in the special conditions of the *ARS-494*.

7. All surveys and studies, as deemed necessary by ARS. (Note: RS/LCO should coordinate with Location or Site Contact on determining a list of specific site requirements and providing to the applicant.) Surveys and studies shall include, but not be limited to:
 - Environmental (such as an Environmental Site Assessment, if disturbing land, resources, endangered species, etc.)
 - Structural Integrity and Architectural Studies by a certified Architectural and Engineering firm.

- Archeological/Cultural Resources Study (Historic).

8. Details of all access requirements, including the conditions under which access to the site other than for installation, shall be required; the intervals that normal access will be required, and the names of anyone requiring access to the site along with a copy of their valid driver's license. The Applicant shall inform persons requiring access to such installations that they shall be required to adhere to the access conditions within the fully-executed permit and such persons shall always carry a photo identification card.

9. Utilities and infrastructure requirements and proposed means of installation, metering, or charge-back.

NOTE: Installation of an electric sub-meter may be required so charges may be verified and adjusted annually; estimated annual charges, along with a processing fee, may be assessed.

10. The negotiated cash consideration for payment. Payments must be made payable to USDA-ARS.

11. Proof of general liability insurance, with limits of not less than two million dollars, including the following endorsement, *"It is a condition of this policy that the insurance company shall furnish a written notice to the RS/LCO, in writing, thirty (30) days in advance of the effective date of any reduction or cancellation of this policy."*

12. A copy of the FCC's compliance and certification report, including a signed radio frequency engineering report.

13. Two copies of "as built" drawings. Typically one copy will be for the Location and one copy will be retained with the final *ARS-494*.

LOCATION OR SITE POINT OF CONTACT RESPONSIBILITIES:

1. Coordinate site visit(s) if it is determined that the proposal will be considered by ARS.
2. Review installation proposal for possible conflicts, restrictions, etc.
3. Provide comments and concerns or concurrence to the RS/LCO preparing the *ARS-494* within five (5) working days. Input should include any suggestions for surveys and studies.
4. Decide if the installation will be acceptable to the Government.
5. Provide input in determining if the consideration is acceptable.
6. Provide specific access requirements that shall be incorporated into the permit.
7. Participate in the coordination of antenna frequency testing.

8. Review the Fair Market Value Rent (FMVR) proposal and provide feedback to the RS/LCO.

9. Review the draft and final *ARS-494* and provide input to the RS/LCO.

RS/LCO RESPONSIBILITIES:

1. Notify ARS Frequency Manager at 301-504-1088 of antenna installation request. Ensure that any special conditions identified by the Frequency Manager are addressed within the *ARS-494* prior to execution. Ensure that each *ARS-494* contains an interference clause.

2. Coordinate **all** antenna frequency testing with ARS Frequency Manager.

3. In the National Capital Region, coordinate with the Location, Permittee and NCPC on the review/concurrence process. Obtain concurrence prior to executing the final *ARS-494*.

4. Where applicable, ensure that all historic preservation issues are addressed and ensure stipulations made by the SHPO are incorporated within the *ARS-494*.

5. Determine the FMVR for payment of rental amount by comparing charges made by private interests in the vicinity for similar privileges. Include an escalation clause in the permit; escalation will be based on the Consumer Price Index.

6. Determine the term for the *ARS-494* (Is the proposed property scheduled for disposal? Are there any renovation projects that might affect the permit in design or ready for construction?) **NOTE:** Term shall not exceed 5 years.

7. Coordinate with Safety/Environmental Staff, Location, and Site Contact to determine the necessary surveys and studies required and address these in formal correspondence to the Applicant.

8. Forward requests to the Chief, Real Property Management Branch for review/possible waiver of proposals that involve the construction of roads, electric, etc.

9. Include riders, exhibits (either pictorial or schematic diagram), etc. that are to be attached and included in the *ARS-494*.

10. Negotiate consideration. Document negotiations.

11. Document all contact made with the Applicant and ensure the Location is appraised of status, developments, obstacles, etc.

12. Finalize the *ARS-494* and distribute the permit.

**Agricultural Research Service
Agricultural Research Information System
Authorization to Apply for and Use Funds From Outside Sources**

Modecode/Log Number: 5445-20-00 0018354 **Status:** Active
Location/Management Unit Name:
 MANDAN, NORTH DAKOTA
 NATURAL RESOURCE MANAGEMENT RESEARCH

Contact: _____ **Type:** Principal
 Investigator
Series: Range Conservation **Telephone:** (701) 667-3010

Purpose of Funds: Service Only **Type of Service:** Space & Other
 Services
Type of Agreement: Trust
Remarks:

Source of Funds:
 REVOCABLE PERMITS AND EASEMENTS **Type:** USDA

IPSC: Always Waived
Requesting IPSC Waiver: _____ **Waiver approved by BPMS:**
Why are you requesting IPSC?

Do you or any full-time resident of your household have any activity or financial interest (dealings) with the Cooperating Organization? No

Start Date: 08/01/2000	End Date: 07/31/2005	Duration: 60 (months)
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How are funds to be used?	ARS FTE: 0.00	Total Proposed: \$57,000
Category 1 Salaries: 0	Supplies: 0	Equipment: 0
Other Federal Salaries 0	Travel: 0	RSA: 0
Other Costs: 57,000		

Value of Owned or Controlled ARS Buildings & Land Utilized: \$150,000

Area Ethics Advisor ONLY:
 Confirmation and determination of 'dealings' question responded by SY.
 No dealings, no conflict

Recommended			Approved / Concurred		
Signature	A/D	Date	Signature	A/D	Date
RL:			NPL1:		
CD/LD/DAD:			NPL2:		
ABFO:			NPL3:		
AD:			BPMS:		
PAO:			ADA:		

Form ARS 425

**** Official ****

Exhibit 5

LAND USE AGREEMENT

This Land Use Agreement for access is entered into this ____ day of _____, 20____, by and between _____, hereinafter called the "Landowner," and the United States of America, by and through the Department of Agriculture, Agricultural Research Service (ARS) hereinafter called the "Government," pursuant to the Federal Property Administrative Services Act of 1949, as amended, and shall become effective on the day and year it is executed by the Landowner.

WITNESSETH:

1. The Landowner, for and in consideration of the sum of one (1) dollar, receipt of which is hereby acknowledged, and the faithful performance by the Government of all covenants and conditions herein contained, hereby consents and agrees to the use a portion of the land owned by _____, recorded in Deed Book _____, Page _____, Tax Map _____ in _____ County, _____ for the purpose of:

(Example: surveying an area, approximately ten (10) feet wide, more or less, along the property line where the Landowner's property meets U.S. Bureau of Fisheries land recorded in Parcel 21 of Deed Book 136, Page 370 for the purpose of a future easement across said area to service the ARS Brood Stock Facility.
2. The Landowner grants to the Government and its contractors the right of ingress to and egress from the land described in above.
3. The use of the subject land by the Government shall begin on or about January 22, 20XX, and shall continue through February 21, 20XX.
4. Any equipment used in surveying the property shall be the property of the Government or its contractors and shall be removed by the Government within a reasonable time after the expiration of this Agreement.
5. This Agreement shall inure to the benefit of and be binding upon the successor, assigns, and transferees of the parties hereto, including the successors of the Government agency in control of the project or the portion thereof affected by the agreement provided that such uses are consistent with the original intent of this Agreement.
7. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this grant or to any benefit to arise there from. This provision shall not be construed to extend to this grant if made with a corporation for its general benefit.

8. If the death of or injury to any person, or the loss of or damage to any property, is caused by the Government in the course of its use of the land described above, the liability, if any, of the Government therefore shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act, 28 USC 1346 (b), 2671-2680.
9. The Government shall not suffer any waste to be committed in or about said premises; shall keep the premises free and clear of any and all refuse and other nuisance; and strictly adhere to applicable regulations for the use and disposal of chemicals; and observe all other applicable laws, rules, regulations, and ordinances relating to the maintenance, use and occupancy of the premises.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day of year signed below by the Landowner.

LANDOWNER

GOVERNMENT

Name

Name

Address

Address

Date

Date

RIGHT OF ENTRY

On this ____ day of _____, 20__ ("Execution Date"), THE UNITED STATES DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE, ("Grantor") for ten dollars and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to the _____, a public corporation of the State of _____, (the "Grantee") an revocable right to enter upon property owned/leased by Grantor, as identified on attached Exhibit "A," made a part hereof ("Property"), under the following terms and conditions:

1. The right of entry shall be for the purpose of Grantee and their employees, agents, contractors, subcontractors, consultants, and representatives using the Property as a construction staging area for construction to occur on lands adjacent to the Property.
2. Grantee and their employees, agents, contractors, subcontractors, consultants, and representatives shall carry out their work on the Property in a manner that to the extent practical minimizes damage to the Property. The Grantee shall to the extent reasonably practical restore the Property to a condition as it existed prior to performing work under this Right of Entry.
3. To the extent there is damage or claims arising out of the work performed under this Right of Entry by the _____, the parties acknowledges the _____'s liability to the extent provided and allowed under Section _____ of _____ Statutes.
4. This Right of Entry shall run with the land and be binding on the Grantor and the Grantee and their successors and assigns and shall expire upon the earlier of: (1) completion of construction of the facility on lands adjacent to the Property or (2) three years from the Execution Date.

[The remainder of this page intentionally left blank]

WITNESS the execution of this Right of Entry on the Execution Date by the Grantor's representative with authority to execute on behalf of the Grantor.

GRANTOR:

THE UNITED STATES DEPARTMENT
OF AGRICULTURE
AGRICULTURAL RESEARCH SERVICE

Witness

Print Name: _____

By: _____

Print Name: _____

Title: _____

Witness

Print Name: _____

GRANTEE:

Witness

By: _____

Print Name: _____

Print Name: _____

Title: _____

Witness

Print Name: _____

EXHIBIT A
Property Sketch

Page 1 of 4

Exhibit 7 (Page 4 of 4)

RIGHT OF ENTRY

On this _____ day of _____, 2016 ("Execution Date"), _____, by and through its Divisional Offices, hereby grants to **THE UNITED STATES DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE** (USDA-ARS or GOVERNMENT) and its contractor, _____, the right to enter upon _____ property identified on the attached Exhibit "A" (hereinafter referred to as the Property), made a part hereof,. Collectively, _____ AND USDA-ARS are referred to as THE PARTIES.

IN WITNESS HERETO, THE PARTIES agree to the following terms and conditions:

1. **PERIOD OF USE.** September 9 through September 17, 20XX, weather permitting.
2. **PURPOSE.** This right of entry allows for ingress and egress by the _____ will be for the purpose of USDA-ARS through its contractor, _____, to hand-auger eleven (11) soil borings to perform environmental sampling. This sampling is required and associated with the disposal of the USDA-ARS (research unit) location in (city), (state) which is continuous to the Property.
3. **NOTIFICATION.** Prior to entering the Property, the USDA on-site representative shall notify (Grantor) at XXX-XXX-XXXX. Should telephone contact not be successful, e-mail contact may be sent to (email address).
4. **RESTORATION.** Upon completing the excavation and before existing the site, USDA-ARS shall require and ensure its contractor, to the extent reasonably practical, restores the Property to a condition as it existed prior to performing the sampling work. The GOVERNMENT and its contractor shall ensure all safety and precautionary measures for sampling shall be exercised.
5. **DAMAGE.** To the extent there is damage arising out of the work performed under this RIGHT OF ENTRY, USDA-ARS shall ensure its contractor has sufficient liability insurance as required under Florida Statutes. THE GOVERNMENT is self-insured.
6. **LIABILITY.** If the death of or injury to any person, or the loss of or damage to any property, is caused by the GOVERNMENT in the course of its use of the Leased Premises, the liability, if any, of the GOVERNMENT shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act (62 Statute 869, 982; 28 United States Code 2671-2680).

IN WITNESS WHEREOF, both THE PARTIES have hereunto executed, signed, sealed and delivered this Lease, the day, month and year first above written.

(GRANTOR)

By:

State of Florida

County of _____

On this _____ day of _____, 2016, _____ personally appeared before me, the undersigned officer, _____, who acknowledges himself/herself to be an Owner of said land identified herein, and that he/she, being authorized so to do, executed the foregoing instrument for the uses and purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

My commission expires: _____

**DEPARTMENT OF AGRICULTURE
AGRICULTURAL RESEARCH SERVICE**

REAL ESTATE LEASE CONTRACTING OFFICER

State of _____

County of _____

On this _____ day of _____, 2016, _____ personally appeared before me, the undersigned officer, _____, who acknowledges himself/herself to be an Owner of said land identified herein, and that he/she, being authorized so to do, executed the foregoing instrument for the uses and purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT A

(Insert Property Sketch)

Exhibit 8 (Page 3 of 3)